

## **Exhibit A**

## Terms of Service

This Platform offers certain NFTs for sale. These Terms govern your access and use of the Platform and Services. Our Privacy Notice governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). Please read these Terms carefully. By clicking on the button marked "Agree" you assent to these Terms. We may change these Terms from time to time, and provide notice thereof on the Platform. After such change, you will be required to assent to the amended Terms. If you do not agree to any of these Terms, please do not click the button marked "Agree" and do not use the Services.

**"Platform"** means – this website.

**"NFT" or "NFTs"** means – certain blockchain based minted tokens used to represent ownership of unique items known as Non-Fungible Tokens.

**"Terms"** means – these Terms of Service.

**"Services"** means – any services provided on or through the Platform, including without limitation, the purchase of any NFT and/or usages of Points earned for the purpose of redeeming them (as further set out in the Meta Eagle Club ("MEC") Store Rules).

**"Items"** – as defined in Meta Eagle Club ("MEC") Store Rules;

**"Privacy Notice"** means – our Privacy Notice, available at <https://galyverse.io/privacy.pdf>.

**"Meta Eagle Club ("MEC") Store Rules"** – our Store Rules, available at <https://galyverse.io/store-rules.pdf>

**"Company", "us", "our", or "we"** – means cетra art corp.

**"You"** means an individual accessing the Platform and/or using the Services.

### 1. Use of Services

1.1. Subject to these Terms, Company allows you to access and use the Platform and Services on a non-exclusive basis. You can access the Platform and Services in a limited manner without any form of registration, for example for informational purposes; however, purchasing NFTs through the Services and/or redeeming any earned Points for the purpose of realizing them into Items (as defined in the Store Rules), are subject to the terms set forth below (**and to the Meta Eagle Club ("MEC") Store Rules**).

1.2. Use of and access to the Platform and/or Services is void where prohibited by law. You represent and warrant that: (a) all information you submit (as applicable) is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are at least 18 years old, and have the ability to form a binding contract; (d) your use of the Platform and/or Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Platform and Services. You are solely responsible for ensuring that these Terms are in compliance with all laws,

rules, and regulations applicable to you. The right to access the Platform and/or Services is revoked where these Terms or use of the Services is prohibited.

## 2. Terms of Sale

- 2.1. **Terms.** Subject to the terms below, you may purchase NFTs offered on the Platform. The NFTs are based on ERC-721 blockchain protocol. The price and inventory (if applicable) of each NFT is as displayed on the Platform ("Price"). Company may, at its sole discretion, update NFTs offered on the Platform and/or the prices of any NFT without prior notice, subject to applicable law. Without derogating from the foregoing, you are solely responsible for any tax payments in connection with any purchase made through the Services, where applicable.
- 2.2. **Pre-Sale.** Certain whitelisted members of our community, identified on the Platform, will be eligible to participate in a limited pre-sale of the NFTs ("Pre-Sale"). The Pre-Sale will be available for twenty-four (24) hours as of February 7, 2022 at 2.00 PM (EST), pursuant to the terms set forth in Section 2.4 below.
- 2.3. **Public Sale.** Following the expiration of the Pre-Sale, you may register for a chance to receive the right to purchase an NFT, for twenty-four (24) hours ("Registration" or "Register"). In order to Register you will need to provide Company and/or a third party on its behalf, a link to your Wallet (as defined below). A limited number of Wallets will be randomly selected and be awarded the right to purchase an NFT during the Public Sale (as defined below) ("Selection" or "Selected"). In order to be eligible for Selection your Wallet must contain a balance of at least the Price and the applicable gas fees. Following the expiration of the Registration and Selection process and subject to availability, holders of a Selected Wallet may purchase NFTs through the Services, on a first come – first served basis ("Public Sale"). For the avoidance of doubt, there is a limited number of NFTs available for purchase, which may be lower than the number of Selected Wallets, and hence not every Selected Wallet may be able to purchase an NFT.
- 2.4. **Purchase.** Subject to the terms herein, in order to purchase an NFT (up to two (2) NFTs per Wallet), pursuant to the terms of the Pre-Sale or the Public Sale, as applicable, you will be required to transfer the NFT Price to Company's Wallet, and you will be awarded with the requested NFT ("Purchase" and "Purchased NFT"). In order to Purchase an NFT you will need a third party provided digital wallet which allows you to perform transactions registered over the blockchain ("Wallet"). Your Wallet details will be associated to your account with us. Your use of the Wallet is subject to the third-party Wallet provider's terms and conditions governing use of that third party's service and that third party's Personal Data collection practices. Without derogating from the terms herein, you are solely responsible for the security of your Wallet and all activity associated with it, even if such activities were not committed by you. You represent and warrant that the Wallet belongs to you and is intended for your individual use. To the fullest extent permitted by applicable law, Company will not be liable for any losses or damage arising from unauthorized use of your Wallet, including without limitation, in case you lose access to your wallet. Each Purchased NFT will be subject to perpetual royalty payments to Company for every secondary sale of the Purchased NFT (including to downstream purchasers), equal to ten percent (10%) of the value of such secondary sale, subject to the terms herein and as incorporated under the smart contract

embedded in the NFT ("**Royalty**").

- 2.5. **Right and Title.** Upon completion of a Purchase, you will be granted title and ownership of the Purchased NFT, subject to the limitations set forth herein. Company, the artist of the NFT ("**Artist**"), and/or their respective licensors or licensees, as the case may be, will retain all copyrights, except that you will be granted a limited non-exclusive, non-commercial license to publicly display and/or perform the Purchased NFT, and to copy the underlying artwork of the Purchased NFT ("**Artwork**") for personal non-commercial purposes (except to the minimum extent required to sell the NFT itself). Subject to applicable law, the Artist or Company, as the case may be, will retain all moral rights, paternity rights and integrity rights in and to the Artwork, including the right to be identified whenever the Artwork is performed or displayed, and the right to object to derogatory treatment of the Artwork. For the avoidance of doubt, Company will retain all intellectual property rights in and to any technology and/or know-how related to the minting process of the NFT or relating thereto, including implementation development, settings and design, the software development tools or components, and any enhancements, revisions, derivatives and modifications thereto and any intellectual property rights therein, as well as any generic know-how. You may not fractionize the NFT. You may sell your NFT and transfer ownership of it only on the applicable blockchain network, subject to the terms herein, including without limitation, the Royalty payments and the provisions of Sections 2.6 and 4.
  
- 2.6. **Compliance.** Without derogating from any terms herein, you hereby represent and warrant that you and your use of the NFT (including any secondary sale thereof) will at all times: (i) comply with all applicable laws, including without limitation, in the USA and the UK, relating to anti-bribery, anti-money laundering, prohibition on terror financing, Sanctions and Sanctions Lists, export control; and (ii) not conduct or engage in any trade, activities, sales, transactions, business, dealings or provision of services, whether directly or indirectly, in or with any sanctioned country or any individual or entity on or affiliated with an individual or entity on a Sanctions List. "**Sanctions**" means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction and trade activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by any sanctions authority, including without limitation, Her Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government. "**Sanctions List**" means any of the lists of specifically designated nationals or designated or sanctioned individuals or entities (or equivalent) issued by any competent authority, each as amended, supplemented or substituted from time to time.

### **3. User Content**

- 3.1. Company allows you to provide certain types of content through the Services, including certain images, voice, documents, comments and/or feedback, and any modifications or derivatives of the foregoing ("**User Content**").
  
- 3.2. COMPANY DOES NOT ENDORSE ANY USER CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY USER CONTENT AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ALL

LIABILITY IN CONNECTION WITH USER CONTENT. COMPANY DISCLAIMS ALL LIABILITY FOR THE ACTS OR OMISSIONS OF USERS (INCLUDING UNAUTHORIZED USERS) THAT ARE NOT SOLELY DUE TO COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

- 3.3. Company has no obligation to accept or maintain any User Content. Moreover, Company reserves the right to remove and permanently delete any User Content provided by you without notice if such User Content is suspected to be infringing or in the event of termination of the applicable account. You are and shall remain fully and solely responsible for any User Content that you provide. You represent and warrant that any User Content that you provide complies with applicable law and that you have all necessary rights, licenses, consents, and authorities required to provide such User Content.
- 3.4. Without imitating the above, you agree that you will not transmit, submit or provide any User Content or act in any way that: (i) violates the legal rights of others; (ii) infringes the intellectual property, moral, publicity, privacy, or other rights of any third party; (iii) is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity; (iv) does not comply with all applicable laws, rules and regulations; (v) contains material we determine to be offensive, including that which promotes, hate, violence, or discrimination; (vi) constitutes a harassment or threat; (vii) contains obscene material; and/or (viii) contains any virus, worm, trojan horse, or other harmful or disruptive component.
4. **Use Restrictions.** Without derogating from additional restrictions and limitation provided in these Terms, you may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Platform, Services or NFTs without our prior written authorization, including framing or mirroring any part of the Platform or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content available through the Platform, Services or any NFT; (3) use the Platform, any NFT, Services or content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or Services; (5) use or access another user's account without permission; (6) use the Platform, any NFT or Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.
5. **Intellectual Property**

- 5.1. Company or its licensors, as the case may be, have all right, title, and interest in the Platform, Services, and any content thereon (excluding User Content), including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks,

service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Platform or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Platform and/or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Platform should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Company or any third party. If you provide Company with any feedback regarding the Platform and/or Services, Company may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

- 5.2. You have all right, title, and interest in the User Content you provide. By submitting or posting any User Content, you grant Company and its successors and assignees a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, transmit, modify, prepare derivative works of, alter, and/or decompile such User Content for the purpose of provision of the Services, improvement of our services and/or products, and/or as detailed in our Privacy Notice.

## **6. Copyright**

- 6.1. Company's policy is not to infringe upon or violate the intellectual property rights or other rights of any third party. Company will refuse to use and remove any User Content provided that infringes the rights of any third party. Under the Digital Millennium Copyright Act of 1998 ("DMCA"), Company will remove any User Content if properly notified that such material infringes third party rights and may do so at its sole discretion and at any time, without prior notice to users. Company's policy is to terminate the accounts of repeat infringers in appropriate circumstances.
- 6.2. If you believe that something appearing on the Services infringes your copyright, you may send us a notice requesting that we remove or block access to it. If you believe that such a notice has been wrongly filed against you, the DMCA allows you to send us a counter-notice. Notices and counter-notices must meet the DMCA's requirements. We suggest consulting with your legal advisor before filing a notice or counter-notice. Note that there can be substantial penalties for false claims. Notices and counter-notices can be sent to us at [collectors@galverse.io].

## **7. Disclaimers and Disclaimer of Warranty**

- 7.1. All information and content on the Platform is for informational purposes only and Company provides no guarantees with respect thereto. Your use of the Platform and/or Services is at your sole discretion and risk. The Services and content thereon, including any NFT and/or Item, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs. NFT's are not intended for speculative use, are not sold or represented to be financial product and nothing the Company publish is In any way financial advice to you or any other person.

- 7.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM AND/OR SERVICES (INCLUDING ANY NFT AND/OR ITEM) OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE PLATFORM AND/OR SERVICES (INCLUDING ANY NFT AND/OR ITEM); (II) THAT THE PLATFORM OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.
- 7.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty that is not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.
- 7.4. You acknowledge and agree that Company is not a data retention service. You therefore must create backups of your data, and Company shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.
- 7.5. CERTAIN SERVICES REQUIRE THIRD PARTY SERVICES (INCLUDING USE OF YOUR WALLET); COMPANY WILL NOT BE LIABLE FOR ANY NON-PERFORMANCE OR BREACH ARISING OUT OF SUCH THIRD PARTY SERVICES' ERROR OR UNAVAILABILITY.
- 7.6. THE REGULATORY REGIME GOVERNING BLOCKCHAIN TECHNOLOGIES, NON-FUNGIBLE TOKENS, CRYPTOCURRENCY, AND OTHER CRYPTO-BASED ITEMS IS UNCERTAIN, A LACK OF USE OR PUBLIC INTEREST AND NEW REGULATIONS OR POLICIES MAY MATERIALLY ADVERSELY AFFECT THE PROVISION OF THE SERVICES AND THE UTILITY OF NFT(S); COMPANY WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY SUCH EFFECTS, INCLUDING SUCH EFFECTS RENDERING THE SERVICES AND/OR NFT(S), AS PROVIDED, UNLAWFUL.
- 7.7. YOU ACKNOWLEDGE THAT THE VALUE OF NFT(S) ARE SUBJECT TO VOLATILITY AND FLUCTUATIONS IN THE PRICE OF CRYPTOCURRENCY WHICH CAN ALSO MATERIALLY AND ADVERSELY AFFECT NFT PRICES.
- 7.8. CERTAIN SERVICES ARE BASED ON EMERGING TECHNOLOGIES, SUCH AS ETHEREUM AND/OR OTHER CRYPTO/BLOCKCHAIN TECHNOLOGIES. THESE SERVICES ARE SUBJECT TO INCREASED RISK, INCLUDING AS A RESULT OF YOUR POTENTIAL MISUSE OF THE FUNCTIONS RELATING TO SUCH EMERGING TECHNOLOGIES, SUCH AS PUBLIC/PRIVATE CRYPTOGRAPHIC KEY. YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE INCREASED RISKS.
- 7.9. YOU ACKNOWLEDGE THAT NFT(S) ONLY EXIST BY VIRTUE OF OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN NETWORK, AND ANY TRANSFER OF TITLE OF ANY NFT(S) IS AFFECTED ON SUCH NETWORK.

## 8. Limitation of Liability

- 8.1. Without derogating from any of the above, we assume no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Services and/or Items. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services.
- 8.2. We shall not be responsible for any loss or damage, including personal injury or death, resulting from the conduct of any users of the Services and/or any Item.
- 8.3. In addition, we assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Company, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.
- 8.4. IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE PLATFORM (INCLUDING THE STORE IN IT), PRODUCTS OR THIRD PARTY PRODUCTS, THIRD PARTY SERVICES, YOUR USE OF THE SERVICES (INCLUDING ANY ITEM) AND/OR NFT(S), INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE PLATFORM, SERVICES, ITEMS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, INCLUDING TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID US (NOT INCLUDING ROYALTY PAYMENTS ASSOCIATED WITH SECONDARY SALES OF ANY PURCHASED NFT) IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE. IF YOU HAVE NOT MADE ANY PAYMENTS TO COMPANY FOR THE USE OF THE SERVICES OR IF YOU REDEEM YOUR POINTS FOR THE PURPOSE OF THEIR RELAIZATION THEN COMPANY'S MAXIMUM CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED US\$ 100.
9. **Indemnification.** You agree to indemnify, defend, and hold harmless Company, its affiliates, and its/their respective employees, directors, officers, subcontractors and agents from and against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your credentials and/or computer and/or mobile device and/or Wallet (whether authorized or

unauthorized); (b) your use or misuse of the Platform and/or Services (including any NFT); (c) any User Content and/or your Wallet; (d) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Platform or Services; (e) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (f) your infringement of any right of any third party; and (g) any other matter for which you are responsible hereunder or under applicable law. You may not settle or compromise such suit without our prior written consent. We may be represented in any such suit by counsel of our own choosing at our own expense.

10. **Third-Party Content.** The Platform may provide you with third-party links (including, without limitation, advertisements) to websites, applications, and services. We make no promises regarding any content, goods or services provided by such third parties and all use of third-party websites and applications is at your own risk. Additionally, we do not accept responsibility for any payments processed or submitted through third-party websites and applications or for the privacy policies of such third parties. We do not endorse any products offered by third parties and we urge our users to exercise caution in using third-party websites or applications.
11. **Notices.** Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery) to the addresses of the parties hereto set out herein or provided upon registration, as applicable, and any such notice shall be deemed to have been received one (1) business day after delivery by courier, four (4) business days after delivery by registered mail and one (1) business day after email transmission and written confirmation receipt of such transmission.
12. **Miscellaneous.** These Terms shall be governed solely by the laws of the State of New York, and without regard to the United Nations Convention on the International Sales of Goods and the competent courts in New York City, New York shall have exclusive jurisdiction to hear any disputes arising hereunder. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Company or enables you to act on behalf of Company. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

*Last updated: May 2022*